IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 2247 OF 2005

IN

SUIT NO. 1673 OF 2005

Singhasane & Co. .. Plaintiffs.

vs.

Anuvigyan Co.op. Housing Society

& Ors. .. Defendants.

Mr. Hemangi Prabhu for plaintiffs.

Mr. O.S. Kutty for defendants.

CORAM : S.U.KAMDAR, J.

DATE : 19th August, 2005.

P.C.

. By consent of the parties the motion is taken up on board for final hearing and called out. Defendants waive service.

2. The present suit is filed by the plaintiffs for recovery of money on account and also for damages. The present motion has ben taken out purportedly on the ground that there is a lien in respect of the work carried out under the said contract. I do not find any such lien available in

law to a contractor in respect of work carried out by him. However, the learned Advocate states that under prayer clauses (e) and (g) she has also prayed for security. A perusal of the affidavit in support clearly indicates that there are no averments nor prayer for attachment before judgment and therefore question of furnishing any security does not arise. In view thereof, motion is dismissed. No order as to costs.